

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

INDUSTRIAL COATINGS &
FIREPROOFING, LLC,

Plaintiff,

v.

SUPERIOR DERRICK SERVICES, LLC,

Defendant.

Civil Action No. 6:16-cv-466

COMPLAINT

COMES NOW Industrial Coatings & Fireproofing, LLC (“Industrial Coatings”),
which respectfully represents:

PARTIES

1. Plaintiff Industrial Coatings is a Delaware Limited Liability Company, domiciled in Wilmington, Delaware, having its principal place of business in Mokena, Illinois. At all relevant times, Industrial Coatings was registered and licensed to do business in Louisiana.

2. Defendant Superior Derrick Services, LLC (“Superior Derrick Services”) is a Louisiana Limited Liability Company, domiciled in St. Martinville, Louisiana.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332, because there is complete diversity of citizenship of the parties and the amount in dispute exceeds \$75,000.

4. Venue is proper in this district because this is the district in which the events giving rise to the causes of action herein arose.

FACTS

5. Industrial Coatings provides industrial painting, sandblasting, fireproofing and tank lining services and materials to oil and gas, marine, and other industries.

6. Superior Derrick Services manufactures rigs for the oil and gas industry.

7. From approximately 2013 to 2015, Superior Derrick Services requested Industrial Coatings provide sandblasting and painting services and materials to Superior Derrick Services at job sites in St. Martin Parish.

8. Industrial Coatings agreed to provide and did provide the requested services and materials to Superior Derrick Services. Upon completion of each particular service and/or provision of material, Industrial Coatings issued an invoice to Superior Derrick Services detailing the scope of work provided, the price of the work, and the terms of payment.

9. Superior Derrick Services has paid some, but not all, of Industrial Coatings' invoices. A listing of the subject outstanding invoices is attached as Exhibit A.

10. Superior Derrick Services has not paid, owes and is currently indebted to Industrial Coatings in the principal amount of \$1,101,693.22, as evidenced by the subject invoices (Exhibit A).

11. Despite repeated demands for payment, Superior Derrick Services has refused to pay the monies it owes to Industrial Coatings for the services and materials that Industrial Coatings provided.

FIRST CAUSE OF ACTION – BREACH OF CONTRACT

12. Industrial Coatings incorporates by reference all prior allegations herein.
13. Superior Derrick Services contracted with Industrial Coatings to provide various services and materials at project locations in St. Martin Parish.
14. Industrial Coatings agreed to provide the requested services and materials to Superior Derrick Services at the project locations in exchange for an agreed price.
15. Industrial Coatings performed all of its obligations under the terms of the agreement.
16. Superior Derrick Services did not object to Industrial Coatings' performance of its services, or its workmanship or materials, nor has it objected to any of the subject invoices (Exhibit A).
17. Superior Derrick Services has breached its agreement with Industrial Coatings by failing to pay the subject invoices (Exhibit A), in the principal amount of \$1,101,693.22.

SECOND CAUSE OF ACTION – OPEN ACCOUNT

18. Industrial Coatings incorporates by reference all prior allegations herein.
19. Superior Derrick Services' account with Industrial Coatings, as evidenced by the subject invoices (Exhibit A), is open, unpaid, and past due.
20. Under the Louisiana doctrine of account stated, Superior Derrick Services' failure to object to the subject invoices (Exhibit A) is an admission of the correctness of Industrial Coatings' invoices.

21. Pursuant to LA. REV. STAT. ANN. §9:2781, Industrial Coatings hereby makes written demand to Superior Derrick Services for the outstanding balance due under the subject invoices (Exhibit A) of \$1,101,693.22, together with reasonable attorney fees for the prosecution and collection of this claim.

THIRD CAUSE OF ACTION – DETRIMENTAL RELIANCE

22. Industrial Coatings incorporates by reference all prior allegations herein.

23. Superior Derrick Services promised to pay certain charges in exchange for Industrial Coatings' services and materials.

24. In reliance upon Superior Derrick Services' promises, Industrial Coatings devoted resources and incurred expenses in providing its services and materials to Superior Derrick Services.

25. Superior Derrick Services knew or should have known that its promises would induce Industrial Coatings to incur expenses in reliance on Superior Derrick Services' promises.

26. Superior Derrick Services benefited from Industrial Coatings' services and equipment without paying for the services and materials due to Industrial Coatings under the subject invoices (Exhibit A).

27. Superior Derrick Services has refused to pay Industrial Coatings the agreed price despite Industrial Coatings' complete performance of its obligations.

28. Superior Derrick Services is liable to Industrial Coatings for all of the resources that Industrial Coatings devoted and the expenses that Industrial Coatings incurred providing its various services and materials to Superior Derrick Services.

FOURTH CAUSE OF ACTION – ENRICHMENT WITHOUT CAUSE
AND QUANTUM MERUIT

29. Industrial Coatings incorporates by reference all prior allegations herein.

30. Superior Derrick Services has wrongfully accepted and retained, and continues to wrongfully accept and retain, the benefits of the fees and charges it owes Industrial Coatings for the services and equipment Industrial Coatings provided, by which Superior Derrick Services has been enriched.

31. Pursuant to LA. CIV. CODE ANN. art 2298, Superior Derrick Services is obligated to pay Industrial Coatings the fees and charges that are due to Industrial Coatings.

WHEREFORE, Plaintiff, Industrial Coatings & Fireproofing, LLC, respectfully requests that Defendant, Superior Derrick Services, LLC, be served with a copy of this Complaint and summoned to appear and respond as appropriate; and that, after due proceedings thereon, there be judgment in favor of Industrial Coatings & Fireproofing, LLC and against Superior Derrick Services, LLC, in the amount of \$1,101,693.22, together with reasonable attorney fees for the prosecution and collection of this claim, and for all other general and equitable relief to which Industrial Coatings & Fireproofing, LLC is entitled.

Respectfully submitted,

/s/ John C. Person

John C. Person (La. Bar No. 1122)
Justin H. Homes (La. Bar No. 24460)
SESSIONS, FISHMAN, NATHAN & ISRAEL, L.L.C.
3850 N. Causeway Boulevard, Suite 200
Metairie, LA 70002
Telephone No.: (504) 828-3700
Facsimile No.: (504) 828-3737